

EXHIBIT

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July 19, 2022

CERTIFIED MAIL | RETURNED RECEIPT 9414 8149 0256 0143 3289 10

Sedgwick Claims Management Services, Inc
Attention: Dennis Campbell
PO BOX 14452
Lexington, KY 40512

Re: Your Insured: K011 Kroger East/Atlanta
Claim No.: C130009392-0001-01
Our Client: Rolly Willis
Date of Loss: February 6, 2021

PRE-SUIT SETTLEMENT DEMAND

To Whom It May Concern:

Please accept this correspondence as our client's demand pursuant to O.C.G.A. § 51-12-14 for settlement and compromise of this claim for damages arising from the referenced incident. While the following information should assist you in evaluating this claim and includes medical records, medical bills, and documentation showing the losses sustained by our client, this letter and the enclosed materials are submitted for the purposes of negotiation only. For this reason, nothing contained herein shall constitute an admission by our client, nor be admissible against our client at any hearing or trial.

Clear Liability:

On February 6, 2021, our client, Ms. Rolly Willis, was severely injured due to unsafe conditions at Kroger Store. Our client fell on the loading dock area while he was unloading his truck beverage delivery of your premise located at 3855 Buford Hwy NE, Atlanta, GA 30329. At this time, our office does not have a written report taken by any of your insured's employees at the scene – however, the facts surrounding the fall are not in dispute.

Your insured's agents and employees created a dangerous situation by having a hazardous condition, without warning, that caused our client to fall. Under Georgia law, one who has created a dangerous situation has a duty to act to prevent injury to others if it reasonably appears or should appear to him that other in the exercise of their lawful rights and in the exercise of ordinary care for their own safety may be injured thereby. See, Soto v. Roswell Townhomes, Inc., 183 Ga. App. 286, 358 S.E.2d 670 (1987); Murphy v. Wometco Cable TV of Fayette County, Inc., 223 Ga. App. 640, 478 S.E.2d 398 (1996). There

is no question that your insured's agents and employees created a dangerous situation and consequently had a duty to act to prevent injury to others. Your insured's agents and employees' failure to act to prevent such injury, or placing signage grossly breached this duty. As a result, our client was seriously injured after falling due to the hazardous condition.

Injuries, Pain and Suffering:

Not surprisingly, due to the hazardous condition, our client fell and sustained injuries, including but not limited to injury his back and left knee. Mr. Willis presented to Regional Medical Group, Onyx Imaging, Entelechy Therapy Clinic, Resurgens Orthopaedics, and Emory S. Joseph Hospital. At this time, we are enclosing a copy of this client's medical records. Below is the highlight of the personal injuries sustained by our client:

M25.562	Left knee pain;
M22.42	Chondromalacia patellae, left knee;
S83.212D	Bucket-handle tear of medial meniscus, left knee;

As a result of the trauma induced injuries sustained by our client, he was unable to perform his normal, daily activities without increased pain and discomfort. Our client to this date continues to suffer from ongoing pain and suffering as a result of this incident.

Georgia law requires that Mr. Rolly Willis also be compensated for pain and suffering. Pain and suffering is defined as follows:

Damages for physical and emotional pain, discomfort, anxiety, hardship, distress, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium, injury to reputation, and all other nonpecuniary losses of any kind.

Georgia law presumes that pain and suffering accompanies a physical injury. (See White v. Hammond, 129 Ga.App. 408 (1973), Cochran v. Lynch, 126 Ga.App. 866 (1972). Pain and suffering includes mental suffering, anxiety, shock, and worry as examples of what might be included under mental pain and suffering. (Williams v. Vinson, 106 Ga.App. 886, 893 (1961).

Georgia law is also very clear that in weighing the future damages, which a Plaintiff has sustained as a result of the injuries, the trier of fact is not limited to the consideration of future earning capacity or future physical pain and suffering. Impaired capacity "to pursue ordinary applications of life" or "to perform normal physical function" is compensated as part of pain and suffering, irrespective of whether there is evidence of a loss of diminishment of future earning capacity. (See Jones v. Hutchins, 101 Ga.App. 141 (1960); Cobb and Eldridge, Georgia Law of Damages (Second Edition) Section 38-4, Page 685.)

The hazardous condition created by your insured has had a severe and dramatic impact upon our client's life, and its effects will remain for quite some time. Our client experienced significant pain and suffering, both initially and throughout the course of treatment. These sorts of injuries, while not life threatening, are painful, persistent, and extremely inconvenient. Our client's care required regular travel back and forth to the doctor for physical and other therapies, resulting in an extended disruption of normal life. Although the doctor has authorized this current release from care, our client has been advised to expect residual pain in the future.

Special Damages:

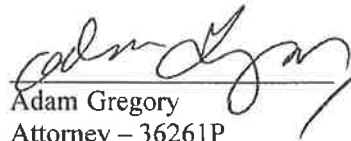
The special damages which our client incurred as a result of this clear liability hazardous condition would include, but are not limited to the following:

<u>Medical Provider</u>	<u>Amount</u>
Regional Medical Group	\$990.00
Onyx Imaging, LLC	\$2,090.00
Resurgens Orthopaedics, PC	\$8,640.00
Emory Saint Joseph's Hospital	\$18,118.53
Entelechy Rehab, LLC	\$1,050.00
<u>Total Medical Specials Included</u>	<u>\$30,888.53</u>

Settlement Proposal:

In light of the pain and suffering which our client, Mr. Rolly Willis was forced to endure due to the negligence of your insured, our client has given our firm the authority to resolve this claim for **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)**. We would appreciate your response to this letter within thirty (30) days. We look forward to hearing from you in the near future so that we can discuss the resolution of this matter.

Very truly yours,
FOY & ASSOCIATES, P.C.


Adam Gregory
Attorney – 36261P

Attorney Supervisor
Andrew MacPherson - 613917

Enclosures
